

STATE HIGHWAY ADMINISTRATION
INVITATION FOR BIDS (IFB)
CONTRACT LESS THAN \$25,000



SMALL BUSINESS RESERVE

STATE HIGHWAY ADMINISTRATION
GOLDEN RING MAINTENANCE FACILITY
8375 PULASKI HIGHWAY
ROSEDALE, MARYLAND 21237

STATE HIGHWAY ADMINISTRATION
I n v i t a t i o n f o r B i d s (I F B)
C o n t r a c t s L e s s T h a n \$ 2 5 , 0 0 0

PROJECT: PLUMBING SERVICES

CONTRACT NO. SGR0907SBR

ADVERTISEMENT DATE: 03/13/2009

BID DUE DATE / TIME: 04/08/2009 / 9:00 AM

BID LOCATION: Maryland State Highway Administration
Golden Ring Maintenance Facility
8375 Pulaski Highway
Rosedale, Maryland 21237

I. SUMMARY STATEMENT

The State Highway Administration is soliciting bids for a Contractor to provide plumbing services at the Golden Ring Maintenance Shop and all other SHA properties located in Baltimore County.

II. SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only vendors that meet the statutory requirements set forth in State Finance and Procurement Article Subsections 14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

Refer to Attachment No. II for further information regarding this program.

IIIA. ISSUING OFFICE and PROCUREMENT OFFICER

Maryland Department of Transportation
State Highway Administration
Golden Ring Maintenance Facility
8375 Pulaski Highway
Rosedale, Maryland 21237

The sole point of contact for purposes of this IFB is the Procurement Officer, Mr. Eric Linclon, or his designee, Mr. Richard Shown. The Procurement Officer, or his designee, may be contacted toll free at 1-877-225-0412 or at 410-574-4511 or e-mail at rshown@sha.state.md.us between 7:35 A.M. and 4:00 P.M. or by FAX 410-574-0183. NOTE: The vendor is solely responsible for ensuring any information sent to the Procurement Officer by FAX has been received by the Procurement Officer.

IIIB. PRE-BID CONFERENCE

There will not be a pre-bid conference

IV. BID DUE DATE

The Bids must be received by the Procurement Officer, Mr. Eric Lincoln, or their designee, Mr. Richard Shown at the State Highway Administration offices located at 8735 Pulaski Highway, Rosedale, MD 21237 on or before April 8, 2009 by 9:00 AM local time

Bids shall be opened publicly at the time, date and location designated above.

Vendors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral, fax, telegraphic, mailgram or E-mail bids will not be accepted.

Bids, requests for withdraws, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

V. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Procurement Officer may, however, request vendors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

VI. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with COMAR 21.05.07 – Small Procurement Regulations (\$25,000 or Less).

VII. TERMS and CONDITIONS

A. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for

which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

B. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.

C. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

D. Changes. This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

E. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

F. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

H. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

VIII. SCOPE OF CONTRACTOR SERVICES

This specification describes the requirements to provide licensed plumbing repairs, installation, maintenance, and remodeling services on an as-needed basis at the locations specified in the Invitation for Bid (IFB) for a period of 24 months or total payments of \$25,000, whichever comes first. This proposal will establish hourly rates, and material mark-up percentages. Quantities listed are estimated and are only given for the purpose of bid evaluation. They do not indicate the actual amount which will be spent, since such expenditures will depend upon requirements which develop during the contract period. Plumbing services include, but are not limited to, the repairs and maintenance of all plumbing systems associated within office buildings, rest areas, or other State owned buildings and facilities. Plumbing services include, but are not limited to, emergency response, possible design, installation, maintenance, reconditioning, troubleshooting, or repair that may be required by the State Highway Administration. The Contractor will be expected to perform the required plumbing services from verbal request instructions/description).

In general, the work involved will include, but is not limited to, installation, repairs or modification to water, sewer and drain lines; cleaning and unstopping of drains and sewer lines from 1" to 6"; installation, repairs or modification on a variety of bathrooms, kitchens, and lab fixtures including sinks, showers, toilets, urinals, hot water heaters, well pumps, holding tanks, dishwashers and drains; installation and repairs to gas pipes, pipe insulation, and heat tape; and the installation and testing of backflow preventers. This is not an all-inclusive list. Other types of repairs and services may be required.

The State Highway Administration is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax

NOTICE TO CONTRACTORS

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, and delivered prior to the scheduled date of March 20, 2009. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda and sent to all prospective bidders. The Administration will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Written requests for information or questions shall be addressed to:

Mr. Richard A. Shown
8375 Pulaski Highway
Rosedale, MD 21237
Or
FAX to 410-574-0183

Each request for information or questions shall include the Contract number and the name and address of the originator.

A. VENDOR QUALIFICATIONS:

- Vendor shall maintain a current State of Maryland Master Plumbers License and be licensed to do business in Baltimore, County Maryland.
- Vendor shall have been in the commercial plumbing business for a minimum of five years, and have available a minimum work force of two (2) State of Maryland licensed commercial journeyman plumber with a minimum of five years commercial plumbing experience. Proof of Vendor's qualifications may be requested at SHA's sole discretion.
- Vendor shall also employ plumber's helpers to assist in various tasks.
- Vendor shall submit three (3) references with the bid, the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided commercial plumbing services within the preceding 24 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid.
- Insurance in the amount of \$1,000,000 liability. Documentation to be provided to SHA Highway Administration prior to "notice of award" issued.

B. SERVICE REQUIREMENTS:

- Vendor shall furnish all labor, supervision, miscellaneous parts, equipment, tools, transportation, and methods of communication for work performed under the Contract.
- Vendor shall provide qualified plumbers to perform various duties as directed by the SHA authorized representative. The vendor shall provide "not to exceed" estimates on all work. All work shall be approved by the SHA authorized representative prior to any work being performed. All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the SHA. The Vendor shall work until each job is completed and when necessary; respond to multiple requests for services at the same time. SHA can perform on-site inspections at any time during the work.
- All work shall conform to Federal, State, county and local codes, rules and regulations.
- The Vendor shall be responsible for obtaining all necessary permits in Baltimore County before work is started. The Vendor is also responsible for contacting and obtaining utility markings from Miss Utility if applicable.
- Contractor must meet all Federal EPA, OSHA, and MDE guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The

SHA will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.

- The Vendor shall maintain a stocked service truck with materials, tools, ladders, and equipment, to provide plumbing services as described in the "scope of contracting services".
- Vendor shall provide drain/sewer line cleaning service to be paid at the same hourly rate as an authorized service call.
- All work performed under this contract shall be done in accordance with the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July 2008, revisions thereof, or additions thereto; the Maryland Department of Transportation General Conditions for Maintenance Contracts; and, the Special Provisions included in this IFB. In case of discrepancy between the Special Provisions and all other provisions contained in the contract, the Engineer will be the sole authority as to the proper procedure to follow.
- A normal work crew will consist of one (1) plumber. On complicated work assignments, additional plumbers or helpers may be used if pre-approved by the SHA authorized representative. A licensed commercial journeyman plumber shall be required to be on-site at all times either performing or overseeing the work of a plumber's helper. The State reserves the right to require the vendor to have a helper or secondary individual on all assigned tasks.
- The Vendor may be required to do emergency repairs at times other than normal working hours. The Vendor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work 365 days per year. The Vendor shall supply a monitored 24-hour a day phone number(s) to contact for service.
- Location of work shall include but not be limited to:
 - Golden Ring Maintenance Shop -8375 Pulaski Highway, Rosedale, MD 21237
 - Sub Yard -8600 Philadelphia Road, Baltimore, MD 21237
 - Sub Yards – Cove Road – US 1, Strawberry Point, and US 40
 - Other sites as designated in Baltimore County
- Regular service shall be made available between the hours of 7:30 AM - 4:00 PM, Monday through Friday, excluding State recognized holidays. All work requested outside of these times shall be considered EMERGENCY after hour service, and shall be charged at overtime rates not to exceed one and half times the routine hourly rate as specified in the bid.

- State Highway Administration authorized representative shall notify the Contractor of the type of service call (routine or emergency) at the time of call in. The Vendor shall respond to routine service calls within forty eight (48) hours after notification. The Vendor shall respond to emergency service calls within three (3) hours after notification.

C. WORK SCHEDULING, RATES & PROCEDURES:

- Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, lunch, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and shall be included in the hourly rate bid for basic labor, unless prior approval is granted by the Contract Manager. If travel time is granted by the Contract Manager between job assignments, a maximum of ½ hour of the hourly bid rate shall be paid.
- All parts/materials used by the contractor shall be billed to SHA at actual cost to the Vendor plus percentage of mark up. The percentage of markup shall not exceed twenty (20) percent. SHA has the option to purchase directly any individual part/material for the service/repair that exceeds \$100.00 in cost. A copy of the Vendor's source invoice(s) for all parts/materials used for repairs/services must accompany his invoice in order to be reimbursed. Payments shall not be made for any parts/material without the proper documentation attached to the vendor's original invoice.
- Any specialized equipment which is rented by the Vendor for use on a project and is intended to be billed as a direct charge must be identified on the initial "not to exceed cost estimate" and shall be charge to SHA at actual cost to the vendor.
- No work shall be permitted on Saturdays, Sundays or Holidays without the permission of the SHA authorized representative.
- No minimum show-up time shall be paid under this contract.
- The plumber shall contact the SHA authorized representative upon all arrival and departure times of on-site work performed. The plumber shall prepare a service ticket indicating date, location, arrival time, name of plumber performing work, helper name if applicable, brief description of service to be performed and list any parts or materials used for the job on the service ticket. Note: No lunch or material acquisition time shall be included on the service ticket without the approval of the Contract Manager. Upon completion of the work, the plumber shall record the finished time, sign the ticket to indicate the work is complete and obtain the SHA authorized representative signature on the service ticket for verification. A copy of the service ticket shall be given to the State Highway Administration authorize representative. SHA shall provide a list of contact names and phone numbers for reporting in and out times on jobs upon award of this contract or for each service request as scheduled.

- The Vendor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations at all times. The Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized SHA authorized representative. Vendor shall be responsible for removal and disposal of all debris and defective materials removed in performance of the service and in strict accordance with all applicable regulations, codes, laws, and ordinances. If area is not cleaned by the Contractor upon completion, the sum of \$10.00 per hour needed to clean the area shall be deducted from the Contractor's invoice.
- Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Manufacturer's warranties shall apply to new material/parts provided. Vendor shall provide the SHA authorized representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.
- The vendor shall guarantee all work included in the "Contract" against any defects in workmanship; and shall satisfactorily correct, at no cost to SHA, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by SHA.
- No sub-contractors shall be permitted to work under this contract without the consent of SHA Contract Manager.

D. UNSATISFACTORY WORK:

- In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by SHA Contract Manager and be given seven calendar days to correct the work. There will be no cost to SHA for re-works.

INVOICES

The Contractor shall submit invoices for services performed within 30 days of completion of work. Invoices must contain the complete company name; remit to address, telephone number, contact person, F.E.I.N. (Federal Employment Identification Number), SHA contract number for this contract, a unique invoice number and invoice date. Invoice shall clearly describe details of services and include copies of the signed delivery tickets that apply. Failure to do so may result in delay of payment. Invoices held for verification, missing information, or returned for corrective re-submittal shall not be subject to late fees.

The State Highway Administration is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

Invoices shall be sent to the following address:

State Highway Administration,
Golden Ring Maintenance Facility
8375 Pulaski Highway
Rosedale, MD 21237
Attention: Procurement Officer Designee, Richard A. Shown

IX. LIABILITY:

The Contractor must be covered by a sufficient amount of liability insurance (as indicated above). The Contractor shall provide this Administration with proof of liability insurance and coverage before the contract is awarded.

X. BID CONTENT

The bidder shall submit an original Contract Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is not to be altered in any way and is to contain only the price or prices stipulated on the form. Furthermore, Attachment No III Small Business Reserve Contract Affidavit must be included with the bid submission.

Bid submissions must be:

- Submitted in a sealed envelopes.
- Addressed to Richard A. Shown, Maryland State Highway Administration, Golden Ring Maintenance Facility, 8375 Pulaski Highway, Rosedale, MD 21237
- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission - Contract No. SGR0907SBR
- Include completed Small Business Reserve Contract Affidavit (Attachment No. III)

XI. OPENING of BIDS

Bids will be opened publicly in accordance with the provisions in COMAR 21.05.02.11 on the date and time specified in Section IV of this IFB.

XII. DURATION / TERM OF THE CONTRACT/PROJECT

The duration / term of the contract is (24) months or total payments of \$25,000, whichever comes first. SHA reserves the right to extend the time of this IFB by 12 additional months with the vendors agreement if all terms and conditions remain the same.

XIII. ATTACHMENTS

Contract Bid Form -- Attachment No. I (required with bid submittal)
Small Business Reserve Procurement – Attachment No. II
Small Business Contract Affidavit – Attachment No. III (required with bid submittal)

ATTACHMENT I - BID FORM- PAGE 1 of 2
INVITATION FOR BID # SGR0907SBR
SMALL BUSINESS RESERVE PROCUREMENT
RETURN QUOTATION NO LATER THAN 9:00 AM ON April 08, 2009.
This form is to be completed in its entirety and unaltered.

Column A	Column B	Column C	Column D
Item	Quantity (See Note a)	Vendor's Bid per Unit	Total Cost (\$) (Column B x C)
MASTER PLUMBER– Routine Hourly Rate	10 Hours		
JOURNEYMAN PLUMBER- Routine Hourly Rate	250 Hours		
HELPER– Routine Hourly Rate	50 Hours		
MASTER PLUMBER– Overtime/Emergency Hourly Rate	4 Hours		
JOURNEYMAN PLUMBER- Overtime/Emergency Hourly Rate	25 Hours		
HELPER– Overtime/Emergency Hourly	15 Hours		
PARTS/MATERIALS (NOTE: Bid is percent to be added on the <u>actual</u> cost of supplies purchased by the Contractor. (For Example: Estimated Quantity is \$2,500.00 x bid percentage of 5% = unit price is \$125.00. \$125.00 Unit price + \$2,500 = \$2,625.00 total line item cost) Percentage amount shall not exceed 20%)	\$2,500.00 estimated	_____ % x \$2,500.00 estimated = \$_____	(\$2,500.00 + unit price (% mark-up total amount)) = \$_____
TOTAL BID AMOUNT (Sum of Column D) (See Note c)			

NOTE:

- a) Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded. Hourly and material quantities listed in this bid package are estimated and are not to be construed as fixed for this contract. This contract does not obligate the State of Maryland to pay for any minimum or maximum quantities.
- b) With the exception of equipment, zero dollars (\$0.00) is not to be entered in Column C. The State reserves the right to require the vendor to have a helper or a second individual on any assigned task. If the firm does not employ a helper, the amount for the primary worker is to be entered.
- c) If the "Total Bid Amount" results in a total that exceeds \$25,000, the contract written with the low bidder will be written as "not to exceed \$25,000" using the unit prices established in Column C.

A T T A C H M E N T - I
C O N T R A C T B I D F O R M P a g e 2 o f 2
INVITATION FOR BID #SGR0907SBR

REFERENCES: Give names and locations of three (3) places at which your organization has provided services in the preceding 24 months with the date worked first commenced. Provide contact names and phone numbers:

ORGANIZATION NAME & ADDRESS	START DATE	CONTACT	PHONE #
1.			
2.			
3.			

For the Contractor:

Company Name & Address

City State Zip

Phone _____ Fax _____ Email _____

Representing the above Company

SIGNATURE

Print Name & Title

SOCIAL SECURITY NO. OR
FEDERAL TAX ID NO. _____ DATE: _____

Attachment II

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, ' ' 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- \$ The business is independently owned and operated;
- \$ The business is not a subsidiary of another business;
- \$ The business is not dominant in its field of operation;
- \$ The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;*
- \$ The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;*
- \$ The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*
- \$ The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;* and
- \$ The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- \$ The architectural and engineering operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average shall be the average for each year or part of a year during which the business has been in existence

Attachment III

Maryland Department of Transportation

SMALL BUSINESS CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications of certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____
Signature (Authorized Representative and Affidavit)